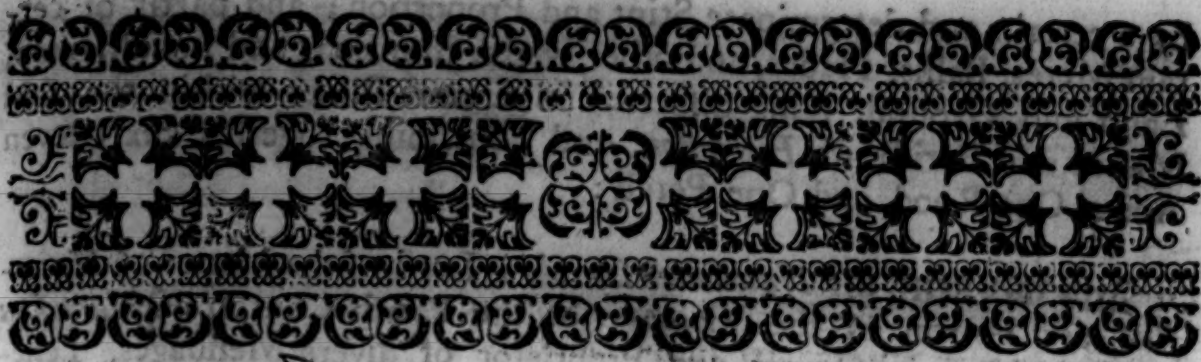


K Great Brit. Geoll.

[1]

12

212. L. 8
12



Read
2 March
1759

Enacted 32 Geo II Private Acts, c. 45.

**An ACT for Inclosing and Dividing the
common Fields and common Grounds of
and in the Manor and Parish of Harm-
ston, in the County of Lincoln.**



Pereas there are several Farms, Lands, and Grounds, situate, lying, and being, within the Manor and Parish of *Harmston*, in the County of *Lincoln*, which, according to a Survey and Admeasurement had and made thereof in the Year One thousand Seven hundred and Fifty-six, contain together, in the Whole, Two thousand Five hundred and Ninety-six Acres Two Roods, and Twelve Perches, or thereabouts, and consist partly of Sites of Buildings, Homesteads, Garths, Crofts, and antient Meadows and Inclosures, adjoining and belonging to, and held and occupied with, the capital Messuage or Manor House, and the Houses of divers Freeholders and Land-owners respectively; and also of arable Lands, Meadow and Ley Ground, lying in the common Fields and common Meadows of *Harmston* aforesaid, being the separate and distinct Property of the Lord of the Manor, and the said several Freeholders and Land-owners respectively, and containing together One thousand Seven hundred and Thirty-four Acres One Rood and Twenty-four Perches, or thereabouts; and partly of certain common Grounds called the *Heath*, the *Ox Pasture*, and the *Cow Pasture*, containing together Seven hundred and Ninety-four Acres One Rood and Nineteen Perches, in which the Freeholders and Land-owners within the said Manor have a Right of Common, and to depasture their Cattle,
by

by a certain and determinate Stint and Proportion; and partly of certain Meres, Balks, Hades, and other waste, common, and uncultivated Land and Ground, lying dispersed in several Places within the said Manor and Parish of *Harmston*, and containing together Sixty-seven Acres One Rood and One Perch:

And whereas Sir *Nathaniel Thorold* is Lord of the Manor of *Harmston*, and Patron of the Vicarage of the Parish Church of *Harmston* aforesaid, and is Owner and Proprietor of divers Messuages, Tenements, Farms, Lands, and Grounds, lying and being, and comprised, as well in the antient Inclosures as in the common Fields within the Manor and Parish of *Harmston* aforesaid, containing together One thousand Three hundred and Thirty-five Acres One Rood and Thirty-one Perches, and is intitled to the Tythes of Corn, Grain, Hay, Wool, and Lambs, and all other the Rectorial and Improprate Tythes arising and renewing within the Parish of *Harmston* aforesaid; and is also intitled to Common of Pasture for Eighty-four Horses, One hundred and Sixteen Oxen, One hundred and Ninety-five Cows, Forty-four Calves, and Two thousand Six hundred and Eighty-five Sheep, in, over, and upon, the common Pastures, common Grounds, and commonable Places, within the said Manor and Parish of *Harmston*:

And whereas, *William Johnson*, Vicar of the said Parish Church of *Harmston*, is, in Right of his said Church, intitled to the Tythe or a Composition for Milk, and to the Tythes of Orchards, Gardens, Calves, Pigs, Poultry, and Eggs, and other Vicarial or small Tythes, and *Easter Offerings*, arising within the said Parish, and also to Common of Pasture for Two Cows and Twenty Sheep in the common Grounds and commonable Places of *Harmston* aforesaid; and is also intitled to a yearly Stipend or perpetual Endowment in Money and Corn issuing out of, and charged upon, the said Rectory or Parsonage Improprate of *Harmston*; videlicet, The yearly Sum of Seven Pounds Six Shillings and Eight Pence in Money, payable Quarterly at *Candlemas*, *May-day*, *Lammas*, and *Martinmas*, in every Year; the yearly Rent of Three Quarters of Wheat, to be delivered to him yearly at the Feasts of *Lady-day*, *Midsummer*, and *All Saints*; and the Rent of Six Quarters of Barley to be delivered on the Twenty-first Day of *November* in every Year:

And whereas *Christopher Neville*, Esquire, *William Lansdale*, Gentleman, and divers other Freeholders of and within the said Manor of *Harmston*, are together respectively (and in different Quantities and Proportions) seised of, or intitled to, all other the Messuages, Farms, Tenements, Closes, Inclosures, and manurable Lands and Grounds, lying and being within the said Manor, Parish, Fields, and Precincts, of *Harmston* aforesaid, containing together Three hundred and Ninety-eight



eight Acres Three Roods and Thirty-three Perches, and to Common of Pasture for Twenty-five Horses, Thirty-three Oxen, Sixty-four Cows, Three Calves, and Eight hundred and Thirty-five Sheep, in, over, and upon, the common Pastures, common Grounds, and commonable Places, of *Harmston* aforesaid:

And whereas the said Sir *Nathaniel Thorold*, Lord of the said Manor of *Harmston*, and the several Freeholders, and Owners of Lands and Tenements within the said Manor, in order to improve their several Estates and Properties in the said Manor and Parish of *Harmston*, are desirous, and have proposed, that the said open and common Fields, common Meadows, common Pastures, Heath and common Grounds, lying and being in the said Manor and Parish of *Harmston* aforesaid, shall be inclosed, severed, and divided; and that a specific Part and Share thereof shall be assigned and allotted as well to the Lord of the said Manor, as to each of the Freeholders, and Owners and Proprietors of Lands, Tenements, Tythes, and Common Right, in the said Manor and Parish of *Harmston*, in lieu and as a Compensation for the several Lands, Grounds, Tythes, Common Right, and other Interest, which they respectively are possessed of, or intitled to, and in such Manner as is herein after-mentioned, prescribed, established, provided, and directed.

But although such Inclosure and Division, so agreed upon as aforesaid, will be a manifest Advantage to the several Persons interested in the Premises, and tend to the Improvement of their respective Estates and Properties in the said Manor and Parish of *Harmston*; Yet the same cannot be rendered effectual, to answer the Intention of the Parties, without the Aid and Authority of an Act of Parliament:

Wherefore Your MAJESTY's most Dutiful and Loyal Subjects, the said Sir *Nathaniel Thorold*, *William Johnson*, Clerk, *Christopher Neville*, and *William Lansdale*,

Do most humbly beseech Your MAJESTY,

That it may be Enacted; And be it Enacted, by the KING's most Excellent MAJESTY, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That the said open and common Fields, common Meadows, common Pastures, Heath, and common Grounds, lying and being in the said Manor and Parish of *Harmston*, shall, on or before the Twenty-fifth Day of March One thousand Seven hundred and Sixty, be divided, set out, and allotted, by *Cuningesby Sibthorpe* of *Canwick*, Esquire, *Mr. William Lambe* of *Auburn*, *Mr. George Brown* of *Brant Broughton*, *Mr. James*

James Wilson, and *Mr. James Mutton*, of *Wellingore*, *Mr. John Cappe* of *Lincoln*, *Mr. William Poole* of *Harmston*, *Mr. John Toynbee* of *Coleby*, *Mr. Robert Toynbee* of *Waddington*, and *Mr. Joseph Tonge* of *Stapleford*, all in the County of *Lincoln*, Commissioners appointed by this Act, and their Successors, or any Five or more of them respectively, in the Manner, and with, under, and subject to, the Rules, Orders, Provisions, and Directions, herein after directed, appointed, established, and prescribed.

And, for that Purpose, **It is hereby further Enacted**, That the said Commissioners, and their Successors, or any Five or more of them, do and shall, at their Discretion, set out, assign, appoint, or allot, unto and for the said *Sir Nathaniel Thorold*, the Owner of the Rectory or Parsonage Improprate of *Harmston* aforesaid, out of the common Fields, common Pastures, and common Grounds, so to be inclosed as aforesaid, either such Parcel or Quantity of Land, Part of the common Fields and common Grounds so intended to be inclosed, situate and lying in One or more Plot or Plots; or else such annual Sum, Rent, or Payment, as in their Judgment shall be a full Equivalent and Compensation to the said *Sir Nathaniel Thorold* for his Rectorial and Improprate Tythes arising or belonging to him in, upon, out or in respect of, the Lands and Grounds so intended and agreed to be inclosed as aforesaid.

And it is hereby Enacted and Declared, That in case such annual Sum, Rent, or Payment, shall be set out, assigned, appointed, or allotted, to the said *Sir Nathanael Thorold*, as an Equivalent or Compensation for his Rectorial or Improprate Tythes, as aforesaid, the same shall be paid and contributed by the several Persons to whom the said Lands and Grounds, so agreed and intended to be inclosed, shall be assigned and allotted, respectively, in pursuance of this Act, and shall be charged upon, and payable out of, the said several Allotments, respectively, in such Parts, Shares, and Proportions, as to the said Commissioners, and their Successors, or any Five or more of them, shall be thought just and reasonable, and as they shall ascertain, assess, direct, or appoint; and shall be paid at or on the Feasts of the Annunciation of the Blessed Virgin *Mary* and Saint *Michael* the Archangel, in every Year, for ever: And that, in case any of the said yearly Rents or Sums herein before-mentioned, or any Part thereof, respectively, shall be behind and unpaid by the Space of Thirty Days after any of the said Days and Times herein before appointed for the Payment thereof, then, and in such Case, from time to time, as often as it shall so happen, it shall and may be lawful to and for the said Improprator of the said Rectory, for the Time being, and his Assignees, into and upon the Lands and Grounds, so charged with the said yearly Rent, to enter and distrain, and the Distress and Distresses

resses, then and there found, to take, carry away, and dispose according to Law; or otherwise to take and receive the Rents, Issues, and Profits, of the said Lands and Grounds, until thereby, or therewith, respectively, or otherwise, all Arrears of such yearly Rent, respectively, then grown due, or that, during such Possession, shall incur and become due; and all Costs, Charges, and Expences, attending such Entry and Distress upon, and Perception of, the said Rents and Profits, and all Damages that the said Impropiator, for the Time being, shall sustain by reason of the Non-payment of such Rent, respectively, shall be fully satisfied and paid.

And it is hereby further Enacted, That the said Commissioners, and their Successors, or any Five or more of them, do and shall let out and allot, out of the common Lands and common Grounds so agreed and intended to be inclosed, unto and for the said *William Johnson*, and his Successors, Vicars of the Parish Church of *Harmston* aforesaid, One Plot or Parcel of Land, lying all together and united, and as near unto, and commodious for, the Vicarage House as the same can conveniently be done; and which, in the Judgment of the said Commissioners, or their Successors, or any Five or more of them, shall be of the annual Value of Eleven Pounds *per Annum*; to be held by him, and his Successors, Vicars of *Harmston* aforesaid, in lieu of, and as an Equivalent and Compensation for, all his Vicarial or Small Tythes and *Easter* Offerings, arising and payable within the said Parish of *Harmston*, and for all the Cow Commons, Sheep Commons, and other Rights of Common whatsoever, belonging to, or to be claimed by, the said Vicar, and his Successors, within the Manor and Parish of *Harmston*.

Provided always, That nothing herein contained shall prejudice, defeat, or impeach, the Right, Title, or Interest, of the said Vicar, or his Successors, of, in, or to, the yearly Stipend, or Endowment in Money and Corn, issuing out of, and charged upon, the said Improprate Rectory of *Harmston* aforesaid, or of, in, or to, any Mortuaries, Surplice Fees, or Duties, arising within the said Parish of *Harmston*.

And it is hereby further Enacted, That the Lands and Grounds, to be allotted to and for the said Vicar of *Harmston*, and his Successors, as aforesaid, shall be fenced in and inclosed by, and at the Expence of, the said *Sir Nathaniel Thorold*, and the several Freeholders and Landowners intitled to the other Allotments to be made upon the said Inclosure by virtue of this present Act, in such Shares, Proportions, and Contributions, as the said Commissioners, or their Successors, or any Five or more of them, shall ascertain, direct, or appoint.

And it is hereby further Enacted, That the Residue and Remainder of the Lands and Grounds so to be inclosed as aforesaid

B

(which

(which shall remain after the several Allotments shall, in pursuance of this present Act, have been made unto and for the said Sir Nathaniel Thorold, as Impropiator of the said Rectory, and unto and for the said William Johnson, as Vicar of the Parish Church of *Harmston*, as aforesaid), shall, by the said Commissioners, and their Successors, or any Five or more of them, be assigned, set out, and allotted, unto and for the said Sir Nathaniel Thorold, the Lord of the said Manor of *Harmston*, and other the Freeholders and Land-owners within the same Manor, in such Quantities, Shares, and Proportions, as by the said Commissioners, or their Successors, or any Five or more of them shall be adjudged and determined to be a full Recompence, Satisfaction, and Equivalent, for their several and respective Lands, Grounds, common Right and Interest in the common Fields, common Pastures, and other common Grounds, so agreed and intended to be inclosed, as aforesaid.

And it is hereby further Enacted and Declared, That the Lands and Grounds, so to be allotted to and for the several Persons and Parties above-mentioned, as aforesaid, shall be a full Recompence, Satisfaction, and Bar, of all Right of Common belonging, or that can or may be claimed by them, or any of them, respectively, in, over, or upon, the Lands and Grounds so intended to be inclosed; and also, that the Lands and Grounds, or yearly Rent or Payment, respectively, so to be allotted, assigned, or appointed, to the said Sir Nathaniel Thorold, as Impropiator, and the Lands and Grounds, so to be allotted to the said William Johnson, as Vicar, shall, respectively, be a full Recompence, Satisfaction, Equivalent, and Compensation, for all Rectorial and Improprate Tythes arising or renewing for, out or in respect of, the same Lands and Grounds, or any of them; and also of and for all Vicarial and Small Tythes, and *Easter* Offerings, arising and payable within the said Parish of *Harmston*: And that, from and after the finishing and completing the said intended Inclosure, and the Execution of such Award or Instrument, as is herein after-mentioned, all the Rectorial and Improprate Tythes arising, renewing, or payable for, out, or in respect of, any of the Lands and Grounds so agreed and intended to be inclosed as aforesaid, and all Right of Common whatsoever belonging to, or claimed or to be claimed by, any Person or Persons whatsoever, within the said Manor and Parish of *Harmston* aforesaid, and all Vicarial or Small Tythes, and *Easter* Offerings, arising and payable within the said Parish, shall cease and be extinguished.

And it is hereby further Enacted, That after the said Commissioners shall have completed and finished the Partition and Allotments of the said common Grounds and Lands, so agreed and intended to be inclosed as aforesaid, pursuant to the Tenor and true Meaning of this

this Act, they shall form and prepare an Award or Instrument in Writing, which shall express and describe the Quantity, in Statute-measure, of the several Plots or Parcels of Land to be set out, assigned, and allotted, in pursuance of this present Act, to and for the respective Parties intitled to the same; and the Situation, Buttals, and Boundaries, of the same Parcels and Allotments, respectively; and shall also specify and ascertain the several Sums of Money to be paid and contributed by the respective Parties towards making up such yearly Rent or Sum to the Impropiator, as a Recompence for his Improprate Tythes, in case a yearly Sum shall be assigned or appointed to him for that Purpose; and also the several Sums of Money to be paid and contributed for and towards the Charges and Expences of inclosing, ditching, and fencing, the Lands and Grounds to be allotted to and for the said Vicar of *Harmston*, and his Successors, as an Equivalent and Compensation for the Vicarial or small Tythes, *Easter Offerings*, and Right of Common, as aforesaid; and shall also contain Orders and Directions for making and repairing the Fences of the other Allotments, to be made in pursuance of this present Act; and for making and laying out proper Roads, Ways, Passages, Drains, Ditches, and Watercourses, in, to, upon, and thorough, the Lands and Grounds so to be inclosed; and for repairing, supporting, and maintaining the same, for the Purposes of this present Act; and such other Orders, Regulations, and Determinations, as shall be proper, requisite, and necessary, to be inserted therein, in Conformity to the Tenor and true Meaning of this present Act.

And it is hereby further Enacted, That Two Parts, or Duplicates, of the said Award or Instrument, shall be fairly written upon Parchment, and signed and sealed by the said Commissioners, or any Six or more of them; and shall be inrolled by the Clerk of the Peace for the Part of *Kesteven* in the County of *Lincoln*; and, after such Enrollment, One Part thereof shall be delivered to, and placed in the Hands of, the said Sir *Nathaniel Thorold*, Lord of the said Manor of *Harmston*, and the other Part thereof deposited in the common Chest or Box wherein the Books and Papers belonging to the Parish of *Harmston* are usually kept; and a true Copy of the said Enrollment shall be admitted as Evidence in all Courts whatsoever: And the said Clerk of the Peace, or his Deputy, is hereby required to deliver a Copy or Copies of the said Enrollment to or for any Person or Persons who shall require the same; taking for the same Copy after the Rate of Two Pence a Sheet, containing Seventy-two Words in each Sheet, and no more.

And it is hereby further Enacted, That the said Commissioners, and their Successors, or any Five or more of them, shall set out, ascertain, and appoint, such public and private Ways and Roads, with the Assize and Breadth thereof, respectively (except such public Roads

Roads which lead from *Lincoln* to *Ancaster*, and from *Lincoln* to *Sleaford*, which shall not be less than Fifty Feet broad between the Ditches) and also such Drains and Watercourses in, over, and upon, the said Lands and Grounds so to be inclosed, as to them shall seem requisite and expedient; and the said Ways, Roads, Drains, and Watercourses, shall be made, supported, and maintained, by and at the Charge and Expence of such Person and Persons, and in such Manner as the said Commissioners, and their Successors, or any Five or more of them, shall order, direct, or appoint: And that after the Lands and Grounds, so agreed and intended to be inclosed as aforesaid, shall be divided, set out, and allotted, as aforementioned, the same shall be inclosed, hedged, ditched, and fenced, by and at the Expence of the several Persons to whom the same shall be allotted, respectively (other than and except in such Case wherein it is hereby otherwise appointed and provided), in such manner as the said Commissioners shall in that behalf order, direct, or appoint.

Provided always, and it is hereby further Enacted and Declared, That nothing herein contained shall prejudice, impeach, or defeat, the Right or Title of the said Sir *Nathaniel Thorold*, or the Lord or Lords of the Manor of *Harmston*, of, in, and to, the Seigniority and Royalties incident and belonging to the said Manor; but that the Lord and Lords of the said Manor, for the Time being, shall and may, at all Times hereafter, hold and enjoy all Rents, Services, Courts, Perquisites and Profits of Courts, Mines, Quarries, Franchises, Jurisdictions, Privileges, and all other Royalties, to the said Manor, or to him or them as Lord or Lords thereof, respectively, for the Time being, incident, belonging, and appertaining (other than such Right of Common in and upon the Premises so intended to be inclosed, and which is hereby declared to be extinguished, as aforesaid) in as full, ample, extensive, and beneficial Manner, as he and they respectively could or might have held and enjoyed the same, in case this Act had not been made; and also, that nothing in this Act contained shall be construed, deemed, adjudged, or taken, to revoke, make void, alter, or annul, any Will, Settlement, or Lease, or to prejudice any Person having any Right or Claim of Dower, Jointure, Portion, Debt, or Incumbrance, in, to, upon, out of, or affecting, any of the Lands and Grounds so intended to be inclosed, as aforesaid, or any Part or Parts thereof; but that the several Lands and Grounds to be assigned and allotted, upon the said intended Inclosure and Division, to the several Proprietors thereof respectively, shall be held and enjoyed, and the said several Proprietors shall stand and be seised thereof, to, for, and upon, such and the same Trusts, and subject to such and the same Wills, Leases, Limitations, Charges, and Incumbrances, as the several Messuages, Lands, Grounds, and Tenements, in lieu or in respect whereof such Allotments shall be made, should and would have been made subject and liable to be charged with, and affected by, in case

case this Act had not been made, other than and except in such Cases wherein it is hereby provided and declared to the contrary.

And it is hereby further Enacted, That the Costs and Charges attending the obtaining this present Act, and of the dividing, setting out, and allotting, the Lands and Grounds so intended to be inclosed, and the preparing and inrolling the said Award or Instrument, and the Charges and Expences of the said Commissioners; and other necessary Expences in, about, and concerning the Premises, shall be borne, paid, and defrayed, by the several Persons to whom the said Lands, so agreed and intended to be inclosed shall be allotted, respectively (other than the said Vicar of the Parish Church of *Harmston* aforeaid), in such Shares and Proportions as the said Commissioners and their Successors, or any Five or more of them, shall ascertain, direct, or appoint.

And it is hereby further Enacted, That if any Person or Person or Persons shall refuse or neglect to pay his or their Share or Proportion of the Costs and Charges, so to be settled and ascertained as aforeaid, for the Space of Three Months after the Time limited and appointed for Payment thereof, then, and in such Case, the said Commissioners, and their Successors, or any Five or more of them, shall and may, by Warrant or Warrants under their Hands and Seals, cause the same to be levied by Distress and Sale of the Goods and Chattels of the Person or Persons so refusing or neglecting as aforeaid, rendering the Overplus; if any (after the Charges and Expences attending such Distress and Sale, shall be deducted), unto the Person or Persons on whom such Distress shall be made; or otherwise it shall and may be lawful for the said Commissioners, and their Successors, or any Five or more of them, by Writing under their Hands and Seals, to authorize and empower One or more Person or Persons to enter into and upon the Premises, so to be assigned and allotted to the Person and Persons so refusing or neglecting to pay as aforeaid, and to take and receive the Rents, Issues, and Profits thereof, until thereby or therewith, or otherwise, the Share and Proportion of the Costs and Charges, so to be settled and ascertained by the said Commissioners to be paid by such Person or Persons as aforeaid, and also the Costs, Charges, and Expences, occasioned by such Entry upon and Perception of the Rents and Profits of the same Premises, shall be fully paid and satisfied.

And whereas several of the Owners and Proprietors of Lands and Grounds lying in the common Fields, common Meadows, and common Grounds, so intended and agreed to be divided and inclosed as aforeaid, may have Occasion to borrow Money to pay and defray their respective Shares and Proportions of the Charges and Expences incident to and attending such Inclosure and Division, and the obtain-
C ing

ing and passing this Act; and cannot, by reason of some Settlement or Settlements already made of the said Grounds, Lands, and Premises, or some Parts thereof, or other Impediments respectively affecting the same, make an effectual Security thereon for the Money so to be to them respectively advanced and lent for that Purpose; **It is therefore hereby Enacted and Declared,** That it shall and may be lawful to and for any of the Owners and Proprietors, for the Time being, of Lands and Grounds lying in the common Fields and common Grounds so intended to be inclosed respectively, his, her, and their Trustee or Trustees, Guardian or Guardians respectively, to charge the Lands and Grounds, which shall be assigned and allotted to them respectively by virtue and in pursuance of this Act, with any Sum or Sums of Money, not exceeding Twenty Shillings, for every Acre of the Lands and Grounds so to be allotted to them respectively, to be paid to such Person or Persons as the said Commissioners, and their Successors, or any Five or more of them, shall for that Purpose respectively nominate and appoint, in order to be applied and disposed of for such Purposes as afore-mentioned, and for securing the Re payment of the said Sum or Sums of Money, with Interest, to grant, mortgage, lease, or demise, the Lands and Grounds so to be charged, unto such Person or Persons as shall advance and lend the same respectively, for any Term or Number of Years; so as such Grant or Demise be made with a Proviso or Condition to cease and be void, or with an express Trust to be surrendered, when such Sum or Sums of Money so to be secured, with the Interest thereof, shall be fully satisfied and paid; and that every such Grant, Mortgage, Lease, or Demise, of the said Grounds, Lands, and Premises, or any Part or Parts thereof, so to be made in pursuance of this Act, shall be good, valid, and effectual in the Law, for the Purpose thereby intended, notwithstanding any Settlement, Will, Trust, Use, Remainder, or Limitation, of or concerning the same Grounds, Lands, and Premises, or any Part or Parts thereof, now in being, or capable of taking Effect, to the contrary.

And it is hereby further Enacted, That all and every Person and Persons, to whom any Lands or Grounds shall be allotted in pursuance of this present Act, shall accept his, her, and their, respective Allotments and Shares within the Space of Six Calendar Months after the Execution of the said Award or Instrument; and Notice in Writing, affixed on the Door of the Parish Church of *Harmston* afore-said, for that Purpose: And that in case any Person shall refuse or neglect to accept of his or her Share or Allotment within the Time above-mentioned, every such Person so refusing or neglecting shall be totally excluded from having or receiving any Benefit or Advantage by this Act, and also from any Estate, Interest, or Right of Common whatsoever, in or upon any of the Lands assigned or allotted to any other Person or Persons in pursuance thereof.

And

And it is hereby further Enacted, That if any of the said Commissioners herein before named shall happen to die, or refuse to act, before the said Instrument or Award shall be made and executed as aforesaid, it shall and may be lawful to and for the surviving Commissioners, or any Five or more of them, within Thirty Days after such Death or Refusal, to nominate and appoint, by Writing under their Hands and Seals, another Commissioner, not interested in the said intended Inclosure, in the room and stead of him and them so dying, or refusing to act; and that every such Commissioner, so to be elected, shall have the like Power and Authority as the Commissioner in whose place he shall succeed was invested with.

And it is hereby further Enacted, That the said Commissioners, and their Successors, or any Five or more of them, shall and may, and they are hereby authorized and required to give, or cause to be given, Notice in the Parish Church of *Harmston* aforesaid, upon some Sunday Morning immediately after Divine Service, of the Time and Place of the First Meeting of the said Commissioners, for the Execution of the Powers hereby vested in them, at least Ten Days before such Meeting; and they shall also give Notice of every subsequent Meeting for putting in Execution the Powers vested in them by this Act, at the Parish Church aforesaid, on the Sunday next preceding the same respectively, Meetings by Adjournment only excepted.

Saving always to the KING's most Excellent MAJESTY, his Heirs and Successors, and to all and every other Person and Persons, Bodies Politick and Corporate, his, her, and their Heirs, Successors, Executors, and Administrators (Other than the said Sir Nathaniel Thorold, William Johnson, Christopher Neville, William Lansdale, and all and every other Person and Persons seised of, or intituled to, or claiming or to claim, any Lands, Grounds, Tythes, Common of Pasture, or other Common Right, either in or upon the open and common Fields, common Meadows, common Pastures, Heath, Lands, and common Grounds, hereby directed and appointed to be inclosed and divided as aforesaid, every or any Part thereof respectively); All such Estate, Right, Title, and Interest, as they, every, or any of them, had and enjoyed of, in, to, or out of the said open and common Fields, common Meadows, common Pastures, Heath, and common Grounds, respectively, before the Passing this Act, or could or ought to have had and enjoyed, in case this Act had not been made.

An ACT for Inclosing and
Dividing the common Fields
and common Grounds of and
in the Manor and Parish of
Harrington, in the County of
Lincoln.

[1759.]

